

AGREEMENT OF EMPLOYMENT

This employment agreement is entered into on this the 28th day of October, 2016 between the Genesee County Road Commission, hereinafter "Road Commission", and Donna D. Poplar, hereinafter "Ms. Poplar".

WHEREAS, the Road Commission desires to employ Ms. Poplar as its Director of Human Resources, and she wishes to accept such employment, and

WHEREAS, the parties to this Agreement of Employment wish to memorialize the terms and conditions of Ms. Poplar's employment with the Road Commission.

THEREFORE, the parties agree to the following:

1. Upon the effective date of the commencement of this Employment Agreement, Ms. Poplar's annual salary will be paid at a rate of \$43.608 per hour. Ms. Poplar's salary will be payable at the same payroll schedule as for other employees of the Road Commission. Ms. Poplar's salary rate for future years of employment will be considered in conjunction with annual performance reviews by the Road Commission and at the same time the Road Commission reviews the salaries of other Road Commission managerial employees.
2. Ms. Poplar shall at all times during her employment work under the direction of and report to the Road Commission's Manager Director. The Road Commission's Manager Director shall define the work responsibilities of the Director of Human Resources and may modify such responsibilities at any time.
3. The Manager Director will, at least annually, evaluate the Director of Human Resources and establish annual performance goals and objectives. Pay increases during Ms. Poplar's employment with the Road Commission will be based in part on these annual performance reviews as conducted by the Manager Director.

4. The parties agree that their employment relationship is one of an at-will nature, and that either party may, at any time, with or without reason, terminate their employment relationship.
5. The Road Commission will pay an annual contribution on Ms. Poplar's behalf into the Genesee County Retirement System Account, a defined benefits plan as provided to Road Commission employees. This will be in addition to the Road Commission's regular contributions to Social Security.
6. The Road Commission will provide Ms. Poplar paid family coverage for health insurance benefits in terms and amounts provided other exempt employees of the Road Commission.
7. Ms. Poplar will be credited with 80 hours vacation and 40 hours of personal leave annually commencing January 1, 2017 in the same manner as provided in Road Commission policy for all exempt employees.
8. The Road Commission will provide Ms. Poplar paid sick leave in amounts and according to the provisions applicable to other exempt employees.
9. The Road Commission will provide Ms. Poplar paid holiday leave on the same annual schedule as that provided for other exempt employees.
10. The Road Commission agrees to continue in effect a policy of liability insurance that will provide coverage for Ms. Poplar while acting in the course of her employment as Director of Human Resources except as to those acts or omissions deemed to constitute gross negligence, deliberate misconduct, intentional discrimination, or criminal acts.
11. Ms. Poplar understands and agrees that the job responsibilities of the Director of Human Resources may require her to work beyond 40 hours in a given work week. She understands that she may, at times,


be required to attend meetings and work hours outside the normal office hours of the Road Commission. She understands and agrees that she is an exempt employee and will receive no overtime pay or consideration beyond the annual salary as defined in paragraph #1 herein.

13. The effective commencement date of Ms. Poplar's employment at the Road Commission as Director of Human Resources is October 31, 2016.



Donna D. Poplar

Dated: 10-28-2016



John H. Daly III

Dated: 10-28-2016